

Letter Contract No. BB-375

EXHIBIT "A"

A. Contractor shall furnish the necessary facilities, supplies and services to accomplish the work set forth below and make delivery to the Government at the times and places specified herein:

- Item 1 - Contractor shall fabricate five (5) each Individual Mensuration Viewers, designed and fabricated in accordance with PART I of Contractor's Proposal No. DSDP-3075, entitled, "Proposal on Viewing Systems."
- Item 2 - Contractor shall design, develop and fabricate five (5) each Individual Mensuration Viewers having a capability of automatically printing mensuration data in accordance with PART III of Contractor's Proposal No. DSDP-3075, entitled "Proposal on Viewing Systems," and such other changes as may be agreed upon by the Contractor and the Contracting Officer.
- Item 3 - Contractor shall furnish Handbooks of Instruction in the Operation and Maintenance of Items 1 and 2 above.

B. The Government desires delivery of the work called for under A above in accordance with the following schedule:

- Item 1 - One (1) each on or before 30 May 1960.
Two (2) each on or before 30 June 1960.
Two (2) each on or before 31 July 1960.
- Item 2 - One (1) each on or before 31 August 1960.
Two (2) each on or before 30 September 1960.
Two (2) each on or before 31 October 1960.
- Item 3 - Handbooks shall be delivered concurrent with Items 1 and 2 above.

C. WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS. Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or

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(ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

D. SPECIAL SECURITY RESTRICTIONS. The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

E. CURRENT REIMBURSEMENT. The Contractor shall be entitled to current reimbursement of 100% of costs incurred in the performance of work called for hereunder, up to 90% of the amount authorized for expenditure or obligation in Paragraph 5 of this Letter Contract. Invoices shall be authenticated by an officer of the Fiscal Office of the Contractor and accompanied with appropriate statements of costs incurred. For purposes of billing current costs incurred under this contract, Contractor shall use those rates which are currently approved by the cognizant military department for billing purposes under CPFF contracts.

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COR-0326-60
Copy 3 of 5

DEFINITIVE CONTRACT

CONTRACT NO. BB-375

ITEK Corporation
700 Commonwealth Avenue
Boston 15, Massachusetts

Contract For: See Schedule

Mail Invoices To:

Performance Period: See Schedule

Administrative Data:

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above named Contractor which is a Corporation, incorporated in the State of Massachusetts, hereinafter called the Contractor.

The Parties hereto agree that the Contractor shall furnish the necessary facilities and deliver all supplies and shall perform all the services set forth in the attached schedule issued hereunder for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule APPENDIX I and General Provisions, which together with this signature page and the accompanying certificate comprise this Contract No. BB-375. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of _____ 1960.

Signatures:

ITEK Corporation
Boston, Massachusetts

THE UNITED STATES OF AMERICA

BY _____

Contracting Officer

TITLE _____

V. J. ... & G. M.

25X1 25X1

Letter Contract No. BB-375

EXHIBIT "A"

A. Contractor shall furnish the necessary facilities, supplies and services to accomplish the work set forth below and make delivery to the Government at the times and places specified herein:

Item 1 - Contractor shall fabricate five (5) each Individual Mensuration Viewers, designed and fabricated in accordance with PART I of Contractor's Proposal No. DSDP-3075, entitled, "Proposal on Viewing Systems."

Item 2 - Contractor shall design, develop and fabricate five (5) each Individual Mensuration Viewers having a capability of automatically printing mensuration data in accordance with PART III of Contractor's Proposal No. DSDP-3075, entitled "Proposal on Viewing Systems," and such other changes as may be agreed upon by the Contractor and the Contracting Officer.

Item 3 - Contractor shall furnish Handbooks of Instruction in the Operation and Maintenance of Items 1 and 2 above.

B. The Government desires delivery of the work called for under A above in accordance with the following schedule:

Item 1 - One (1) each on or before 30 May 1960.
Two (2) each on or before 30 June 1960.
Two (2) each on or before 31 July 1960.

Item 2 - One (1) each on or before 31 August 1960.
Two (2) each on or before 30 September 1960.
Two (2) each on or before 31 October 1960.

Item 3 - Handbooks shall be delivered concurrent with Items 1 and 2 above.

C. WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS. Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (1) modify or rescind such security requirements or

Letter Contract No. BB-375

(ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

D. SPECIAL SECURITY RESTRICTIONS. The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

E. CURRENT REIMBURSEMENT. The Contractor shall be entitled to current reimbursement of 100% of costs incurred in the performance of work called for hereunder, up to 90% of the amount authorized for expenditure or obligation in Paragraph 5 of this Letter Contract. Invoices shall be authenticated by an officer of the Fiscal Office of the Contractor and accompanied with appropriate statements of costs incurred. For purposes of billing current costs incurred under this contract, Contractor shall use those rates which are currently approved by the cognizant military department for billing purposes under CFF contracts.

F. PROCUREMENT RELEASE. Notwithstanding any other provision of this contract to the contrary, Contractor shall not proceed with the Design, Development and Fabrication of Item 2 hereunder until further written authorization by the Contracting Officer is received by the Contractor.



SECRET

COR-0826-60
Copy 3 of 5

DEFINITIVE CONTRACT

CONTRACT NO. MB-375

ITEK Corporation
700 Commonwealth Avenue
Boston 15, Massachusetts

Contract For: See Schedule

Mail Invoices To:

Performance Period: See Schedule

Administrative Data:

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above named Contractor which is a Corporation, incorporated in the State of Massachusetts, hereinafter called the Contractor.

The Parties hereto agree that the Contractor shall furnish the necessary facilities and deliver all supplies and shall perform all the services set forth in the attached schedule issued hereunder for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule APPENDIX I and General Provisions, which together with this signature page and the accompanying certificate comprise this Contract No. MB-375. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of
MAY 31 1960 1960.

Signatures:

25X1

ITEK Corporation
Boston, Massachusetts

THE UNITED STATES OF AMERICA

BY 

BY 

TITLE V. P. Res & Gen.

Contracting Officer

25X1

CLUB

Contract No. DA-375

CONFIDENTIAL

I, _____, certify that I am
the _____ of the Corporation named
as Contractor herein; that _____ who
signed this contract on behalf of the Contractor was then _____
_____ of said Corporation; that said contract
was duly signed for and in behalf of said Corporation by authority of
its governing body, and is within the scope of its Corporate powers.

_____ (Corporate Seal)

SECRET

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Contract No. BB-375

SCHEDULE

PART I-SCOPE OF WORK

The Contractor shall furnish the necessary facilities, materials and services to accomplish the work set forth in APPENDIX I attached hereto and made a part of this contract.

PART II-DELIVERY

Contractor shall furnish the work set forth in APPENDIX I in accordance with the provisions thereof.

PART III-ESTIMATED COST AND FIXED FEE

a. The total estimated cost for the performance of this contract, exclusive of the fixed fee is \$395,037.

b. The total fixed fee for the performance of this contract is \$30,803.

PART IV-PAYMENT

a. In accordance with the provisions of Clause 4 of the General Provisions of this contract entitled, "Allowable Cost Fixed Fee, and Payment," the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed fee as specified in PART III above, and the Allowable Cost incurred by the Contractor in performance of this contract, and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulations"; such determination being subject to the provisions of this contract entitled "Disputes". It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items of costs incurred or paid by the Contractor, and when necessary and required and used for the performance of work hereunder:

(1) Premium costs for overtime work shall be an allowable item of cost hereunder, only if, and to the extent, that overtime work for which such payments are made, shall have been approved by the Contracting Officer.

(2) There shall be included as allowable indirect costs through overhead, Contractor Research and Development costs as are deemed reasonable and approved by the Contracting Officer in accordance with ASPR XV Part 2 dated November 2, 1959.

(3) Costs of shipping charges of equipment procured hereunder from Contractor's plant to final destination shall be an allowable cost hereunder.

b. For purposes of billing current costs incurred under this contract or until such time as an audit of Contractor's interim or final vouchers or invoices are made by the Contracting Officer or his duly authorized representative the Contractor shall use those rates currently approved by the cognizant Military Department for billing purposes under CPFF contracts.

c. Contractor shall be paid the fixed fee stated in PART III hereof in monthly installments based on allowable costs incurred by the Contractor and approved by the Contracting Officer computed at the same ratio that the total fixed fee stated herein is to the total estimated cost stated herein, subject, however, to the withholding provisions of paragraph (c) of Clause 4 of the General Provisions hereof.

PART V-LETTER CONTRACT SUPERSEDED

This is the Definitive Contract contemplated by the Letter Contract No. BB-375 dated 23 November 1959. This Definitive Contract supersedes said Letter Contract in its entirety. Work performed and payments made under said Letter Contract shall be deemed to be work performed and payments made under this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, this Definitive Contract shall govern.

PART VI-WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a

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waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VII-SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VIII-GOVERNMENT FURNISHED FACILITIES AND PROPERTY

a. Contractor is authorized to use on a no-charge-for-use basis those facilities furnished or to be hereinafter furnished under Air Force Facilities Contract No. AF33(600)-38172 provided such use does not interfere with the purpose for which such facilities are furnished.

b. Contractor is further authorized to use the special tooling and/or test equipment generated under Contract No. BB-300 between the parties hereto at no charge for such use. Cost of repair or maintenance of such tooling is included in the estimated cost hereunder.

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APPENDIX I

A. Contractor shall furnish the necessary facilities, materials and services to accomplish the work set forth below:

ITEM 1-Contractor shall fabricate five (5) each Individual Mensuration Viewers, designed and fabricated in accordance with PART I of Contractor's Proposal No. DEDP-3075, entitled, "Proposal on Viewing Systems" and identical to those Viewers fabricated under Contract No. BB-300 between the parties hereto.

ITEM 2-Contractor shall furnish an Original Vellum and twenty-five (25) copies of a Handbook of Operation and Maintenance Instructions for Item 1 above.

ITEM 3-Contractor shall develop for SAC reconnaissance activities, a Technique Application Program to improve the productivity of the photo analyst. This work will be conducted in accordance with Item I of the attached EXHIBIT "A", entitled, "Work Statement Covering Programing and Training Program, Contract BB-375." In addition to the final report called for in EXHIBIT "A", Contractor shall provide interim reports covering the work accomplished and recommendations made at periods of 30, 60, 90 and 120 intervals.

ITEM 4-Contractor shall furnish Computer Programing to obtain solutions to a series of photo grammetric problems using the AIMAC 111-E Digital Computer in accordance with Item II of EXHIBIT "A" attached hereto.

ITEM 5-Contractor shall conduct a Viewer Maintenance Training Program in accordance with Item III of EXHIBIT "A" attached hereto.

ITEM 6-Contractor shall conduct a Viewer Operational Training Program in accordance with Item IV.

B. DELIVERY-Contractor shall deliver the supplies, services and/or reports in accordance with the following schedule. Said deliveries shall be made FOB Contractor's plant unless otherwise specified.

ITEM 1-The five (5) Viewers shall be delivered as follows:

<u>1960</u>	<u>May</u>	<u>June</u>	<u>July</u>
	<u>1</u>	<u>2</u>	<u>2</u>

ITEM 2-The Handbooks shall be delivered concurrently with delivery of the first unit under Item 1 above.

ITEM 3-The Techniques Application Program shall be complete and the final report submitted on or before 31 August 1960.

ITEM 4-The Computer Programming shall be complete and the Programs furnished on or before 31 August 1960.

ITEM 5-Contractor shall conduct the Maintenance Training Program at its plant in accordance with Item III of EXHIBIT "A".

ITEM 6-Contractor shall conduct the Operational Training Program at the SAC field activities in accordance with Item IV of EXHIBIT "A".